

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 5, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Fire Rescue		
Submitted By:	COUNTY ATTORNEY		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Settlement Agreement, inclusive of attorney's fees and costs, in the total amount of \$95,000 plus the credit of 34.46 vacation hours, 30.54 comp time hours and 175 sick leave hours, in the employment litigation styled *Amanda Vomero v. Palm Beach County (Palm Beach County Fire Rescue)*, Case No. 50-2017-CA-013585-XXXX-MB.

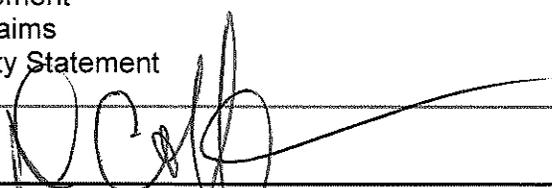
Summary: Ms. Vomero filed a lawsuit against Palm Beach County, claiming that she was retaliated against for complaining about alleged harassment/hostile work environment based on her gender. Ms. Vomero alleges that she suffered damages as a result of the retaliation and is seeking to recover damages for emotional pain and mental anguish, compensatory damages, as well as attorney's fees. After engaging in voluminous discovery, the parties have agreed to a resolution of the lawsuit subject to Board of County Commissioners (BCC) review and approval. Countywide (NCP).

Background and Justification: Amanda Vomero is a female firefighter who has been employed with Palm Beach County Fire Rescue since 2001 and currently holds the rank of District Chief. On December 3, 2015, Ms. Vomero, a Captain at the time, filed an Equal Employment Opportunity Commission (EEOC) charge claiming that she was subjected to harassment/hostile work environment based on her gender by three of her superiors. After filing her charge, Ms. Vomero claims that the three superiors engaged in retaliatory behavior against her. The three superiors no longer work at the County as of 2018. Ms. Vomero filed a lawsuit against Palm Beach County, *Amanda Vomero v. Palm Beach County (Palm Beach County Fire Rescue)*, Case No. 50-2017-CA-013585-XXXX-MB, in the 15th Judicial Circuit Court, alleging claims of sexual harassment/hostile work environment, and retaliation under the Florida Public Whistleblower Act and Florida Civil Rights Act. The Court granted the County's motion for summary judgment and dismissed the sexual harassment/hostile work environment claim, but denied the motion to dismiss the retaliation claims, which were set for trial. Regarding the retaliation claims, Ms. Vomero seeks to recover damages authorized by statute, including compensatory damages for leave time used to remove herself from the alleged retaliatory work environment, emotional pain and mental anguish, and attorney's fees.

This full and final settlement is warranted based on the County's liability exposure, as well as the damages authorized by the state statutes. Therefore, it is recommended that the Board of County Commission approve the Settlement Agreement in the amount of \$95,000, plus the credit of 34.46 vacation hours, 30.54 comp time hours and 175 sick leave hours to Ms. Vomero.

Attachments:

1. Settlement Agreement
2. Release of All Claims
3. Budget Availability Statement

Recommended By: 

 County Attorney Date

Approved By:  10/24/24

 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028
Capital Expenditures				
Operating Costs	\$95,000			
External Revenues				
Program Income(County)				
In-Kind Match(County)				
NET FISCAL IMPACT	\$95,000			
#ADDITIONAL FTE				
POSITIONS (CUMULATIVE)				

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X
 Is this item using State Funds? Yes No X

Budget Account No:

Fund 5010 Agency 700 Organization 7130 Object 4511

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Luca M... 10/13/24
 OFMB
 CB 10/13 vs 10/13

Arund... 10/17/24
 Contract Dev. & Control
 mwms 10/16/24

B. Legal Sufficiency
Neila Proenza
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of November 2024, by and between PALM BEACH COUNTY (the “**COUNTY**”), a political subdivision of the State of Florida, and AMANDA VOMERO (“**VOMERO**”).

WHEREAS, VOMERO sued the COUNTY in a lawsuit presently styled *Amanda Vomero V. Palm Beach County (Palm Beach County Fire Rescue), Case No. 502017CA013585XXXXMB-AJ* (“**Pending Lawsuit**”), for alleged damages arising from her employment with Palm Beach County (“**Employment**”);

WHEREAS, the COUNTY has denied liability, causation, and damages relating to the Employment and Pending Lawsuit, and has raised affirmative defenses; and

WHEREAS, the Parties wish to amicably resolve the Pending Lawsuit without further litigation of the claims made and defenses raised therein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. By September 30, 2024, Vomero’s attorney, Isidro M. Garcia, Esquire of Garcia Law Firm, P.A, shall deliver to the Palm Beach County Attorney’s Office the following executed documents: 1) Settlement Agreement, and 2) Release of All Claims. These documents shall be held in trust by the County pending approval of the Settlement Agreement by the Palm Beach County Board of County Commissioners on or before November 5, 2024.
3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to VOMERO the total amount of **NINETEY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$95,000.00)**, by two separate checks: (i) one check for \$57,000.00 made payable to “Amanda Vomero”; and (ii) one check for \$38,000.00 made payable to “Garcia Law Firm P.A.”; Tax ID: 20-1519391. Payment shall be made no later than thirty (30) days after Commission approval. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
4. Isidro M. Garcia, Esquire of Garcia Law Firm, P.A., shall not disburse, and VOMERO shall not accept, any proceeds from the two settlement checks described in Paragraph 3 above unless and until the executed Settlement Agreement and Release of All Claims have been delivered to the COUNTY and the executed Stipulation and Final Order of Dismissal with Prejudice has been filed.
5. VOMERO acknowledges and agrees that she is responsible for, and will resolve, the payment of any and all bills and liens she has incurred relating to the Employment and Pending Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens.

6. Palm Beach County shall credit to VOMERO the following hours at her current rate: (i) 34.46 vacation hours; (ii) 30.54 comp time hours; (iii) 175 sick leave hours. The time deposited may be held, used or cashed out through November, 2025.

7. Each party shall bear their own attorney's fees and costs. However, Palm Beach County shall pay for all mediation fees incurred from the mediation on September 23, 2024.

8. This Settlement Agreement does not constitute an admission of liability by any party. Rather, the Parties expressly deny liability, and have entered into this Settlement Agreement in order to buy their peace.

9. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

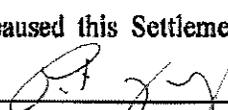
10. VOMERO declares and acknowledges that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims she may have against the COUNTY arising out of or relating to the Employment and Pending Lawsuit.

11. This Settlement Agreement shall be binding on the Parties hereto, their assigns, transferees, heirs, and other successors in interest.

12. The Parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date first set forth above.


Amanda Vomero, Plaintiff


Patrick Kennedy, Fire Rescue Administrator
FIRE RESCUE


Isidro M. Garcia, Plaintiff's Attorney
Florida Bar No. 437883
Date: 9/27/24

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 
Assistant County Attorney

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

PALM BEACH COUNTY
a Political Subdivision of the State of Florida

By: _____

By: _____
Mayor, Board of County Commissioners

**AMANDA VOMERO'S RELEASE OF ALL CLAIMS AGAINST
PALM BEACH COUNTY (PALM BEACH COUNTY FIRE RESCUE)**

KNOW ALL MEN BY THESE PRESENTS:

AMANDA VOMERO ("VOMERO"), sued **PALM BEACH COUNTY ("COUNTY")** in a lawsuit presently styled **Amanda Vomero V. Palm Beach County (Palm Beach County Fire Rescue)**, Case No. **502017CA013585XXXXMB-AJ (Lawsuit)**, for damages arising from her employment with Palm Beach County (the "**Employment**");

The undersigned, **VOMERO**, being of lawful age and for the sole consideration of **NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$95,000.00)** plus credit of hours for 30.46 vacation, 30.54 comp time, and 175 sick leave, to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for herself and for her agents, executors, administrators, successors, and assigns, release, acquit and forever discharge **COUNTY**, and its officers, agents, employees, commissioners, heirs, executors, administrators, successors, insurers, and assigns (together "**RELEASEES**"), none of whom admit any liability to the undersigned, but all of whom expressly deny any such liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, actions, causes of action or suits of any kind or nature whatsoever, which the undersigned may now have or which may hereafter accrue or develop, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, employment damages, lost wages, loss of future earning capacity, front pay, reinstatement to employment, attorney's fees, and any and all intangible, emotional distress, pain and suffering, punitive damages, and other damages arising out of or relating to **VOMERO's Employment with the County and the Lawsuit**.

FURTHERMORE, the undersigned agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for the payment of any taxes

pursuant to law as it may pertain to the settlement proceeds being paid by the COUNTY and received by VOMERO.

FURTHERMORE, the undersigned understands and agrees that this settlement is the compromise of a doubtful and disputed claim, and that the payment made shall not be construed as an admission of liability on the part of the **RELEASEES**, and that the **RELEASEES** deny any liability therefore and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the undersigned hereby declares and represents that any damages sustained by her relating or pertaining to her **Employment and Lawsuit**, be they economic and/or tangible (including but not limited to the loss of money, salary, all of the benefits enjoyed as a County employee, promotions, and retirement income), and non-economic and/or intangible (including but not limited to mental distress, pain and suffering), may be permanent into the future and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the undersigned understands and agrees that the undersigned relied wholly upon the undersigned's own judgment, belief and knowledge of the nature, extent, effect and duration of any damages and liability therefore, without reliance upon any statement or representation by the **RELEASEES**, or by their representatives or by any attorney employed by them. The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the Parties hereto and that the terms of this Agreement are contractual and not merely a recital.

THE UNDERSIGNED hereby declares that the undersigned has completely read, fully understood and voluntarily accepted the foregoing Release of All Claims for the purpose of making a full and final compromise, settlement, and adjustment of any and all claims, disputed or otherwise, on account of the damages set forth above, and for the express purpose of precluding forever any further or additional claims against the **RELEASEES** arising out of the

aforementioned Employment and Lawsuit. The undersigned has had the benefit of consultation with the attorney of her choice with respect to the review and execution of this Release of All Claims and is executing this release knowingly, freely and voluntarily.

THE UNDERSIGNED hereby accepts the tendered settlement draft as payment in full of the consideration set forth above.

IN WITNESS HEREOF, I, AMANDA VOMERO, have hereunto set my hand and seal this ___ day of September, 2024.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
AMANDA VOMERO

GERALDINE JARAMILLO
(PRINT NAME OF WITNESS)

STATE OF Florida)
COUNTY OF Delaware)

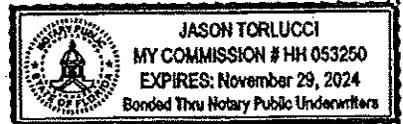
The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 26 day of August, 2024, by Amanda Vomero, in person / or virtually (circle one) who:

- is personally known to me; OR
- has produced _____, as identification;
- and who
- did take an oath;

and who executed the above Release of All Claims, and who acknowledged the above Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]

Notary Public
My commission expires:

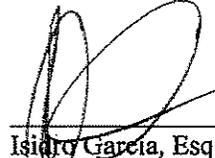


11/29/2024

STATEMENT OF ATTORNEY FOR RELEASOR

I, Isidro Garcia, Esq., state that I am the attorney for Plaintiff, Amanda Vomero, the above-signed Releasor; that I have explained to Ms. Vomero all the terms of this Release, as well as the Settlement Agreement upon which it is based, and that Ms. Vomero has represented to me that she understands all of the terms and their significance. Ms. Vomero has signed this Release knowingly, voluntarily and on my advice.

DATED this 27th day of September 2024.



Isidro Garcia, Esq.,
120 S. Olive Avenue, Suite 401,
West Palm Beach, FL 33401
isidrogarcia@garcialaborlaw.com

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 9/30/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Amanda Vomero v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$95,000

AGENDA DATE: November 5, 2024

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY: 
Brian Palacios, Finance Director

DATE: 9/30/2024